LANDLORD AND TENANT—DEFECTIVE CONSTRUCTION OF BUILDING—DAMAGES—LIABILITY OF LANDLORD.—LEVINE V. MCCLENATHAN, 92 ATL. (PA.) 317.—*Held*, where a tenant's stock of merchandise was damaged from leakage of water, due to defective construction existing when the lease was executed, and where there was no covenant of warranty that the building was in a tenantable condition, or provision requiring the landlord to repair, the landlord was not liable.

Where a landlord agrees to make repairs, which he subsequently refuses to make, he is liable for all injuries caused by his failure to make them. *Mason v. Howes*, 122 Mich. 329. A landlord who at the request of his tenant undertakes to make repairs is liable for the negligent conduct of the work to the same extent as if he were bound by the lease to do the work. *Wertheimer v. Saunders*, 95 Wis. 573. A landlord is liable for injuries to property caused by his failure to repair any part of the premises which is reserved by him for the use of all the tenants in the building. *Karp v. Barton*, 164 Mo. App. 389. The landlord is not always exempt from liability for damage due to the defective condition of the premises existing when the lease was executed. If a landlord, with knowledge that the premises are defective or dangerous and that such defect is not discoverable by the tenant by the use of ordinary care, rents such premises, concealing such knowledge, he is liable to the tenant for injuries sustained therefrom. *Holzhauer v. Sheeny*, 31 Ky. Law Rep. 1238. Moreover, a landlord who permits another tenant to make alterations will be liable for the property of a tenant destroyed or injured by negligence in the making of these alterations. *Blickley v. Luce*, 148 Mich. 233. That the landlord is not bound to repair in the absence of an agreement on his part to do so, is well settled. *Weinsteine v. Harrison*, 66 Tex. 546; *Opdyke v. Prouty*, 6 Hun (N. Y.) 242.

MARRIAGE—ANNULMENT—FRAUD CONCERNING HEALTH.—SOBOL V. SOBOL, 150 N. Y. SUPP. 248.—*Held*, that it was fraud, justifying the annulment of a marriage, for the man to conceal the fact that he was afflicted with tuberculosis.

A court of chancery may annul a marriage because of fraud. *Tefft v. Tefft*, 35 Ind. 44; *Wightman v. Wightman*, 4 Johns. Ch. (N. Y.) 343; *Clark v. Field*, 13 Vt. 460. The general rule is that such fraud must go to an essential element of the marriage relation. *Smith v. Smith*, 171 Mass. 404; *Crane v. Crane*, 62 N. J. Eq. 21; *Lyon v. Lyon*, 230 Ill. 366. Under this rule the fraudulent concealment of a chronic venereal disease will be ground for annulling the marriage, because of the contagious and loathsome nature of the disease and the danger of its transmission to the offspring. *Smith v. Smith, supra; Crane v. Crane, supra; Ryder v. Ryder*, 66 Vt. 158. But misrepresentations as to the party's social standing or as to his previous character have been held not sufficient to annul the marriage. *Weir v. Still*, 31 Iowa 107; *Beckley v. Beckley*, 115 Ill. App. 27. In the case of *Lyon v. Lyon, supra*, a fraudulent representation that the party had been cured of epilepsy was held not sufficient under the above

rule. But where a statute forbids an epileptic to marry, a fraudulent concealment of that fact is ground for annulment. *Gould v. Gould,* 78 Conn. 242, 2 L. R. A. (N. S.) 531. The New York court has adopted a broader rule, in that any misrepresentation of a material fact incidental to the contract of marriage is sufficient to avoid it. *Di Lorenzo v. Di Lorenzo,* 174 N. Y. 467, held that where the plaintiff was induced to marry the defendant by her false representations that he was the father of her child, the marriage was a nullity. See also *Keyes v. Keyes,* 6 Misc. Rep. (N. Y.) 355. The contagious nature of tuberculosis, and the fact that the offspring of a person so afflicted are born with a tendency to become infected, would bring the principal case within the New York rule. Under the more general rule as construed in *Lyon v. Lyon, supra,* the marriage would evidently not be annulled.

MASTER AND SERVANT—INJURIES TO THIRD PERSON—NEGLIGENCE OF SERVANT—OPERATION OF AUTOMOBILE—RESPONDEAT SUPERIOR—MCHARG V. ADT, 149 N. Y. SUPP. 244.—Defendant's wife, having authority to give orders to her husband's chauffeur in the use of the car in her husband's absence with reference to "anything reasonable," while being driven to a club discovered an injured woman by the roadside and directed the chauffeur to go for a doctor. This he did, finding plaintiff, who entered the car, and, on the way back to the injured woman, there was a collision with a wagon in which plaintiff received injuries. *Held,* the relation of master and servant existed and the defendant was liable for injuries resulting from the chauffeur's negligence. Kellogg, J., *dissenting.*

In general a master is only liable for the acts of his servant which are done within the scope of the servant's employment. *Goodwin v. Rowe,* 135 Pac. (Ore.) 171; *Fielder v. Davison,* 139 Iowa 509. "Scope of employment" has been defined as "those acts which are fairly incident to the employment. Thus any act directed or authorized by the master is included, but acts of the agent willfully done without the authorization of the master are not." *Goodloe v. Memphis, etc., R. R.,* 107 Ala. 233. But to be within the scope of the servant's employment the act must not only be done in the time, *but pursuant to the objects of the employment. Kemp v. Chicago, R. I. and P. R. R.,* 138 Pac. (Kans.) 621; *Ploetz v. Holt,* 144 N. W. (Minn.) 745. These two cases tend to hold *contra* to the principal case. On the other hand, there are many cases that directly support the principal case. For example, where the defendant supplied the automobile for his own and his family's use he was held liable for an injury caused by his chauffeur's negligence although the latter was running the machine under the directions of members of the defendant's family. *Cohen v. Borgenecht,* 144 N. Y. Supp. 399. And in *Davies v. Anglo-American Tire Co.,* 145 N. Y. Supp. 341, it was held that the master's liability does not depend on his ignorance or consent to the servant's acts but solely on the question whether at the time of these acts the servant was acting within the scope of his employment. Upon the whole the general rule of *respondeat superior* would seem to be applicable to the principal case.